

**RALEIGH PARKS, RECREATION
AND CULTURAL RESOURCES Department
Alcohol Permit**

The consumption of malt beverages and unfortified wines is permitted at certain City of Raleigh facilities as evidenced by a permit approved by the Parks, Recreation and Cultural Resources Director per City Code Section 12-4002 (Ord. No# 2001-961). APPROVED FOR SPECIAL FACILITY SITES ONLY.

Alcohol is limited to malt beverages, such as various brands of beer, and/or unfortified wines and champagne, and may be limited further by specific facility restrictions. Liquor is not permitted at any facilities. Certain activity and space restrictions may be enforced.

In order to process, a \$100.00 non-refundable fee must be submitted with the original completed and notarized Alcohol Permit. Fee should be submitted with rental agreement.

Person signing as the “Responsible Party” is responsible for any and all types of liability relating to this event. The person must be 21 years of age or older.

1 _____
NAME OF APPLICANT / RESPONSIBLE PARTY

2 _____
NAME OF ORGANIZATION (IF APPLICABLE)

3 _____
STREET ADDRESS

CITY
()

STATE
()

ZIP CODE
()

DAY TELEPHONE

EVENING TELEPHONE

OTHER TELEPHONE

4 Please check the requested park

- | | |
|---|--|
| <input type="checkbox"/> Anderson Point Park | <input type="checkbox"/> Moore Square |
| <input type="checkbox"/> Compiegne Park | <input type="checkbox"/> Mordecai Square Historic Park |
| <input type="checkbox"/> Dorothea Dix Park | <input type="checkbox"/> Nash Square |
| <input type="checkbox"/> Durant Park | <input type="checkbox"/> Pullen Arts Center |
| <input type="checkbox"/> Five Points Center for Active Adults | <input type="checkbox"/> Pullen Amusement Park |
| <input type="checkbox"/> Fletcher Park | <input type="checkbox"/> Raleigh City Museum |
| <input type="checkbox"/> John Chavis Memorial Park | <input type="checkbox"/> Raleigh Little Theatre |
| <input type="checkbox"/> Lake Johnson Park | <input type="checkbox"/> Shelley Lake |
| <input type="checkbox"/> Lake Wheeler Park | <input type="checkbox"/> Theatre in the Park |
| <input type="checkbox"/> Millbrook Exchange Park | <input type="checkbox"/> Tucker House Building and Grounds |
| | <input type="checkbox"/> Walnut Creek Wetland Park |

Specify facility/location within the park: _____

5 _____ FROM: _____ TO: _____
DATE REQUESTED TIME REQUESTED

6 _____
PURPOSE OF RENTAL (IN DETAIL)

7 _____
TYPE(S) OF ALCOHOL TO BE SERVED

8 _____
HOW DO YOU PROPOSE TO SERVE THE ALCOHOL? (ie. By the glass, bottle, can, keg, etc.)

9 Will licensed bartenders be used / employed? Yes No

a. If "yes", a copy of the bartender's certification must be attached.

b. If "yes", are they from an agency? Yes No

_____ AGENCY NAME

_____ ()
AGENCY CONTACT PERSON AGENCY PHONE NUMBER

_____ AGENCY ADDRESS

10 Will alcohol be sold? Yes No

Will donations be taken to defray costs? Yes No

Will there be a fee paid to purchase a ticket to this event? Yes No

IF YES to any question above, a copy of the ABC Commission permit will be required no later than 7 calendar days in advance of the event's beginning time. (According to ABC Regulations, to "sell" by one of the above methods, you must be a non-profit group [501 c(3)]. Individuals may not obtain one.) The cost is \$50 and the ABC Commission must have their application at least three weeks prior to the event. ABC Commission phone number is 919-779-0700.

OFF-DUTY CITY OF RALEIGH POLICE MUST BE HIRED FOR AN EVENT EXPECTING 150 OR MORE GUESTS OR AT THE DISCRETION OF THE FACILITY STAFF. The number of officers required will be determined by the Parks, Recreation and Cultural Resources Department along with the Raleigh Police Department based on the rental information given (generally 1:150 persons). Officers are not allowed to be in the room where alcohol is being served. They will remain in close proximity just outside the area where the alcohol is being served. Officers will take no part in the serving of alcohol, including determination of intoxication. Should their services be needed because of a disturbance or the like, the officer's presence must be requested. Please make sure the information above is as accurate as possible, as providing incorrect information will cause this permit to be null and void.

Off-duty officers are secured by facility staff at least two weeks in advance of the rental date. The fee is \$50 per hour per off-duty officer and must be paid in advance by the renter. There is a 3 hour minimum fee required for all off-duty officers.

12 ACKNOWLEDGMENTS: Carefully read and initial each statement below:

- _____ I am familiar with and hereby agree to abide by all state, county and city regulations governing the transport, sale, and distribution of alcoholic beverages while using City of Raleigh owned premises.
- _____ I hereby acknowledge that no employee, agent, or representative of the City of Raleigh will engage in the serving of alcohol in connection with this permit.
- _____ I hereby acknowledge that no guest or attendee of the function to which this permit applies will be served alcohol while intoxicated.
- _____ I hereby acknowledge that adequate precaution has been taken to insure that intoxicated guests or attendees will be identified and prohibited from operating motor vehicles.

EQUAL OPPORTUNITY: The City of Raleigh Parks, Recreation and Cultural Resources Department does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation or disability in employment opportunities or the provision of service, programs or activities. A participant alleging discrimination on the basis of any of the aforementioned areas may file a complaint with either the Director of the Raleigh Parks, Recreation and Cultural Resources Department or the Office of Equal Opportunity, US Department of the Interior, Washington, D.C. 20240.

Raleigh City Code 14-1011 sets forth that ***it shall be unlawful and a violation of this code for any person to give false information or misrepresentations in any application or permit required by this code.*** Failure to provide full disclosure of the requested information may be grounds for denial of an activity permit.

The Applicant / Responsible Party herein affirms that he/she has read and understands the statements and disclosures made in this form, that the information disclosed herein is true and correct to the best of his/her knowledge and belief, and that all acknowledgments herein, including the attached Release and Indemnification Agreement, were provided by the undersigned while under oath.

This the _____ day of _____, 20_____.

_____(SEAL)
Signature of Applicant / Responsible Party

Printed Name

Title / Position

Sworn to and subscribed before me this the _____ day of _____, 20_____.

Notary Public
My Commission Expires: _____

RELEASE AND INDEMNITY AGREEMENT

WHEREAS, the undersigned has requested the use of services, equipment, or facilities belonging to or under the auspices of the CITY OF RALEIGH, North Carolina, and do engage in activities for the exclusive benefit of the undersigned; and

WHEREAS, the CITY OF RALEIGH does not wish to be liable for any damages arising from personal injury or property damage sustained thereby;

NOW, THEREFORE, In consideration of the mutual promises and other good and valuable consideration, the undersigned does hereby for himself, his heirs, executor, employers, successors or administrator, and personal representatives:

- A. Assume full responsibility for any personal injury or any damage to his/her personal property which may occur directly or indirectly in the course of (fully describe the activity/rental and date of occurrence)

- B. Fully and forever release and discharge the CITY OF RALEIGH, its agents, officials, and employees, from any and all claims, demands, damages, rights or action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above described activity/rental.

- C. Agree to fully indemnify the CITY OF RALEIGH for any costs, expenses or damages incurred as a result of any personal injury or property damage resulting from or arising out of the above described activity/rental, such costs to include reasonable attorneys fees.

- D. Agree that it is the intent of the undersigned that this RELEASE AND INDEMNITY AGREEMENT shall be in full force and effect any time after the execution hereof.

Approval for this alcohol permit is at multiple levels. Three (3) weeks will be required by the City to route it for signature. Not adhering to this timetable may result in the inability to serve alcohol at your event, and the facility reservation will not be refunded.

I have read and understand the above information and agree that it is true and accurate. I accept the responsibility of the actions of the persons attending this rental.

_____ date
Responsible Party

CITY EXECUTION:

All signatures are by the position listed or his/her designee.

Approve Deny _____
Facility Manager Date

Approve Deny _____
Recreation Supervisor Date

Approve Deny _____
Recreation Superintendent Date

Approve Deny _____
Parks and Recreation Director Date

If denied, state reason for denial _____

APPROVED AS TO FORM RALEIGH CITY ATTORNEY

BY: Hunt Choi
DATE: May 22, 2001

<i>Office Use Only</i>	
Rental Contract #: _____	
Date \$100 permit fee paid: _____	
ABC Commission Permit Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	Date Received: _____
RPD Off Duty Officer Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	Date Secured: _____